

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC BUILDINGS  
MAINTENANCE SERVICES***

**PROJECT MANUAL:**  
**ANNUAL - WELDING AND RELATED WORK**  
***INVITATION FOR BID #12-44***

**Bid Opening Date: March 15, 2012 at 10:00 a.m.**

**MARCH 2012**  
**Setti D. Warren, Mayor**

**CITY OF NEWTON**

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**ANNUAL - WELDING AND RELATED WORK**

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**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID #12-44**

The City of Newton invites sealed bids from Contractors for

**ANNUAL - WELDING AND RELATED WORK**

Bids will be received until: **10:00 A.M., March 15, 2012**  
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or pickup at the Purchasing Department after 10:00 A.M. on March 1, 2012.

There will be no charge for contract documents.

Work under this contract requires a contractor to provide labor, material, equipment, transportation and supervision necessary to accomplish all welding and related work at various City locations in accordance with Project Manual.

Bid Surety is not required with this Bid. **All bids must be submitted with one ORIGINAL and one COPY.**

The term of the awarded contract shall extend **from July 1, 2012 through June 30, 2013**. The City shall have the option, at its sole discretion, to renew this Contract for one (2) additional one (1) year term, with no change in the contract terms and conditions and price. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

Contract award will be made to the bidder with the lowest total that has been deemed responsive and responsible bidder.

**All bids are subject to the provisions of M.G.L. Chapter 30B. Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids) Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON  
Maryann LaRosee  
*Purchasing Department*  
March 1, 2012

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received Friday, March 9, 2011 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-44**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR:
  - \* NAME OF PROJECT AND **INVITATION NUMBER**
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one **original** and one **copy**.

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.

- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #12-44**

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

**BUILDING MAINTENANCE SERVICE:  
ANNUAL - WELDING AND RELATED WORK**

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

- C. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. **Discounts will not be considered in determining the lowest responsible bidder.**

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

- D. The bid price is:

**1. Standard Rate**

\$ \_\_\_\_\_ per hour X 600 hours = \$ \_\_\_\_\_

**2. Premium Rate**

\$ \_\_\_\_\_ per hour X 25 hours = \$ \_\_\_\_\_

**GRAND TOTAL** = \$ \_\_\_\_\_

COMPANY: \_\_\_\_\_

- E. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Signed Bid Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page

- F.** The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the sum not less than 50% of the contract price, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_  
\_\_\_\_\_  
(Name of General Bidder)  
BY: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name and Title of Signatory)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City, State Zip)  
\_\_\_\_\_/\_\_\_\_\_  
(Telephone) (FAX)  
\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**



## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO **WBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO or **MWBE**? \_\_\_\_\_ YES \_\_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**

## CITY - CONTRACTOR AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twelve by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

### Annual - Welding and Related Work

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #12-44 issued by the Purchasing Department;
- c. The Project Manual for Annual - Welding and Related Work Service Contract including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, or Change Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this contract shall extend **from July 1, 2012 through June 30, 2013**. The City shall have the option, at its sole discretion, to renew this contract for one (2) additional one (1) year term with no changes to the contract price and terms and conditions. It is understood that in the event the term of this contract or any renewal option exercised extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid for work performed in accordance with the provisions contained in the Project Manual and applicable state law.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds are available in the following  
accounts:

01-115-02-52407 \_\_\_\_\_

01-115-03-52407 \_\_\_\_\_

01-115-06-52407 \_\_\_\_\_

98550690-52407 \_\_\_\_\_

I further certify that the Mayor, or his designee,  
is authorized to execute contracts and approve  
change orders.

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_

*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_

*Commissioner of Public Buildings*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_

*Mayor or his designee*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.



## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

## CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

\_\_\_\_\_  
\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\* Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**CITY OF NEWTON, MASSACHUSETTS  
PAYMENT BOND**

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2012, for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## **GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, or contract resulting therefrom.

### **1.0 SCOPE OF SERVICES**

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

### **2.0 CONTRACT TERM**

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

### **3.0 EXECUTION**

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

### **4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

- 4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

## 5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

## 6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

## 7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

## 8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

## 9.0 SUSPENSION OR TERMINATION

- 9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.
- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.

#### 10.0 NOTICE

Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.

#### 11.0 PROTECTION OF PROPERTY

The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.

#### 12.0 INSURANCE REQUIREMENTS

12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

##### WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

##### COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

##### VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.

12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

#### 13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

#### 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

#### 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

#### 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

#### 17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

#### 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

#### 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

#### 20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

## 21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

**END OF SECTION**



# **BUILDING MAINTENANCE SERVICE CONTRACT**

## **SPECIAL CONDITIONS**

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

### **1.0 SUMMARY OF WORK**

A. The Work under the Contract consists of:

1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.

B. In addition, the work under the Contract includes:

1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. Providing and restoring, where appropriate, all temporary facilities.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

### **2.0 PROJECT SITE**

A. The areas of work for this contract shall be various buildings within the City of Newton as specified on Work Orders to be issued from time to time during the term of this Contract.

### **3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK**

A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Building Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.

B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.

C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.

D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

#### 4.0 PAYMENT

- A. Upon completion of the work specified in the Work Order, the Contractor may submit an invoice to the Public Building Department for the work performed. The Contractor will be paid only upon accepted completion of the work authorized. It shall be Contractor's responsibility to notify the Public Building Department upon completion of the work and to insure the work is promptly inspected by a Building Department representative.

#### 5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

#### 6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

#### 7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

#### 8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

#### 9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

## 10.0 GENERAL DIRECTIONS

### A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

### B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

### C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

### D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

### E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

### F. The Contractor is responsible for the security of all work until it is accepted by the City.

## 11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

## 12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

## 13.0 DRAWINGS (IF APPLICABLE)

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.

- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.
- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

#### 14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutuin is more costly, the Contracotr shall pay for such costs

#### 15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**END OF SECTION**

## PUBLIC BUILDINGS

### SPECIFICATIONS FOR WELDING AND RELATED WORK - FY 2013

#### A. SCOPE

Provide all the labor, material, equipment, transportation and supervision necessary to accomplish all welding **repairs, fabrication of new hand railings** and **other** related work at City Hall, Schools and other Public Buildings as directed by the Public Buildings Department during the period of July 1, 2012 through June 30, 2013 with the option to extend for two (2) additional one year periods subject to funding.

#### B. SPECIAL CONDITIONS

1. The Contractor, after receiving a service call from the Public Buildings Department, shall commence work within the following time limits:  
  
Emergency Work Requests - must start within twenty-four (24) hours.  
  
All Other Work Requests - must start within 5 work days, unless granted extension by the Facilities **and Operations Supervisor**.
2. Before commencing work contact the Public Buildings Department (phone 617-796-1600) and/or the Building Custodian to determine the exact location and extent of required repairs. The custodian will provide access to all areas where servicing/repairs are required.
3. Within twenty-four (24) hours after the repairs have been completed, Contractor will notify the Facilities **and Operations Supervisor** (by e-mail) that the necessary repairs have been completed.
4. In the event major repairs and/or replacement should be required, the Contractor shall advise the Facilities Manager in writing of his findings and obtain the Facilities **and Operations Supervisor's** approval prior to performing said work. The Contractor's report must include a detailed description of the work to be accomplished and a detailed cost estimate.

#### C. GENERAL CONDITIONS

1. All materials and workmanship shall be only first quality, new and of grade satisfactory to the Facilities **and Operations Supervisor**. The Facilities **and Operations Supervisor** shall have the right to reject any part of the work in case the material or workmanship is not of satisfactory quality.
2. All material and debris from the repair work shall become the property of the Contractor and shall be removed by him. The premises must be left clean at all times.
3. The work shall be done during regular hours, Monday through Friday, unless directed otherwise by the Facilities **and Operations Supervisor**.
4. All work shall conform to American Welding Society Code. (Latest Edition)
5. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable OSHA Provisions to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.
6. The Contractor shall have with him, on each visit, a Work Order listing the material used and the time consumed while on each job. This work order must be signed by the custodian or department representative as evidence of the number of hours on the job. A copy of this signed order shall be attached to its appropriate invoice.

Note: The Contractor can use his own Work Order form or one supplied by the City. A facsimile of the City's form is included at the end of these Specifications.

7. Invoices (one for each building) must be mailed in **triplicate**, within five (5) days after each job has been completed to:

Public Buildings Department  
52 Elliot Street  
Newton Highlands, MA 02461

8. Each invoice must reflect the Public Buildings Department Work Order Number assigned to that job. The Work Order Number consists of **5 digits (e.g. 12345, etc.)**
9. Each invoice will be based on time and materials. Labor costs will be reflected separately and will be billed in accordance with the applicable contract hourly rates. Materials used will be reflected on the invoice by quantity and unit costs including **10%** surcharge.
10. **LABOR CHARGES:** All labor charges will be based on the actual time expended to perform the required work. Labor charges shall not be based on a "portal to portal" operation. Labor charges shall include the services of a first class welder, use of a truck (including all transportation costs), portable gas-driven welding machine, oxyacetylene cutting equipment, all gasoline and gases, cutting grease, welding rods, portable electric grinders, drills, sanders and other related tools.

A. Standard Rate:

The Contractor shall perform welding and related services as directed by the City during the term of this contract. The Contractor shall be compensated for such repairs at the Standard Rate shown on the bid form.

The Standard Rate shall apply to any repair that does not meet the criteria for Premium Rate.

B. Premium Rate:

The Premium Rate shall apply to any work the city requests the Contractor to commence between 5:00 PM and 8:00 AM Monday through Friday, and anytime on Saturday or Sunday, or any repair which the City requires the Contractor to commence within 1 hour or less of notification.

The Contractor shall be compensated for Premium Rate work at the Premium Rate shown on the bid form. Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has given prior authorization to treat the work as a Premium Rate job.

11. **MATERIAL PRICES:** All materials shall be invoiced at actual cost plus **10%** surcharge. Copies of the Contractor's own purchase invoices reflecting actual costs shall be made available to the City of Newton when requested by the Facilities Manager.

**-END OF SPECIFICATION-**

## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

**END OF SECTION**





DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton  
**Contract Number:** 12-44  
**Description of Work:** Annual - Welding and Related Services

**City/Town:** NEWTON

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$30.95	\$8.56	\$7.27	0.00	\$46.78
	06/01/2012	\$31.25	\$8.56	\$7.27	0.00	\$47.08
	08/01/2012	\$31.25	\$8.91	\$7.27	0.00	\$47.43
	12/01/2012	\$31.55	\$8.91	\$8.00	0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.02	\$8.56	\$7.27	0.00	\$46.85
	06/01/2012	\$31.32	\$8.56	\$7.27	0.00	\$47.15
	08/01/2012	\$31.32	\$8.91	\$7.27	0.00	\$47.50
	12/01/2012	\$31.62	\$8.91	\$8.00	0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.14	\$8.56	\$7.27	0.00	\$46.97
	06/01/2012	\$31.44	\$8.56	\$7.27	0.00	\$47.27
	08/01/2012	\$31.44	\$8.91	\$7.27	0.00	\$47.62
	12/01/2012	\$31.74	\$8.91	\$8.00	0.00	\$48.65
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$82.60	\$8.08	\$17.12	0.00	\$107.80
AIR TRACK OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. ASBESTOS WORKERS LOCAL 6 (BOSTON)	12/01/2011	\$28.40	\$9.90	\$5.95	0.00	\$44.25
ASPHALT RAKER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

**Issue Date:** 02/24/2012

**Wage Request Number:** 20120224-016

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2010	\$37.70	\$6.97	\$11.18	0.00	\$55.85

**Apprentice - BOILERMAKER - Local 29**

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Wage Request Number: 20120224-016

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2012	\$47.55	\$9.93	\$16.51	0.00	\$73.99
BRICKLAYERS LOCAL 3 (NEWTON)	03/01/2012	\$46.56	\$10.18	\$17.25	0.00	\$73.99

**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton**

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.78	\$9.93	16.51	\$0.00	\$50.22
2	60	\$28.53	\$9.93	16.51	\$0.00	\$54.97
3	70	\$33.29	\$9.93	16.51	\$0.00	\$59.73
4	80	\$38.04	\$9.93	16.51	\$0.00	\$64.48
5	90	\$42.80	\$9.93	16.51	\$0.00	\$69.24

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.28	\$10.18	17.25	\$0.00	\$50.71
2	60	\$27.94	\$10.18	17.25	\$0.00	\$55.37
3	70	\$32.59	\$10.18	17.25	\$0.00	\$60.02
4	80	\$37.25	\$10.18	17.25	\$0.00	\$64.68
5	90	\$41.90	\$10.18	17.25	\$0.00	\$69.33

Notes:

Apprentice to Journeyworker Ratio:1:5

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton  
**Contract Number:** 12-44 **City/Town:** NEWTON  
**Description of Work:** Annual - Welding and Related Services

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2011	\$32.80	\$7.10	\$12.60	0.00	\$52.50
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
CARPENTER CARPENTERS - ZONE 2 (Eastern Massachusetts)	09/01/2011	\$32.05	\$9.80	\$15.51	0.00	\$57.36
	03/01/2012	\$33.17	\$9.80	\$15.51	0.00	\$58.48

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

**Issue Date:** 02/24/2012

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THE COMMONWEALTH OF MASSACHUSETTS  
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DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services

City/Town: NEWTON

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - CARPENTER - Zone 2 Eastern MA**

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.03	\$9.80	1.57	\$0.00	\$27.40
2	60	\$19.23	\$9.80	1.57	\$0.00	\$30.60
3	70	\$22.44	\$9.80	10.80	\$0.00	\$43.04
4	75	\$24.04	\$9.80	10.80	\$0.00	\$44.64
5	80	\$25.64	\$9.80	12.37	\$0.00	\$47.81
6	80	\$25.64	\$9.80	12.37	\$0.00	\$47.81
7	90	\$28.85	\$9.80	13.94	\$0.00	\$52.59
8	90	\$28.85	\$9.80	13.94	\$0.00	\$52.59

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.59	\$9.80	1.57	\$0.00	\$27.96
2	60	\$19.90	\$9.80	1.57	\$0.00	\$31.27
3	70	\$23.22	\$9.80	10.80	\$0.00	\$43.82
4	75	\$24.88	\$9.80	10.80	\$0.00	\$45.48
5	80	\$26.54	\$9.80	12.37	\$0.00	\$48.71
6	80	\$26.54	\$9.80	12.37	\$0.00	\$48.71
7	90	\$29.85	\$9.80	13.94	\$0.00	\$53.59
8	90	\$29.85	\$9.80	13.94	\$0.00	\$53.59

Notes:

Apprentice to Journeyworker Ratio:1:5

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 02/24/2012

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-44

**City/Town:** NEWTON

**Description of Work:** Annual - Welding and Related Services

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	02/01/2012	\$45.10	\$9.93	\$16.51	0.00	\$71.54
CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$40.52	\$10.00	\$12.40	0.00	\$62.92
	06/01/2012	\$41.09	\$10.00	\$12.40	0.00	\$63.49
	12/01/2012	\$41.71	\$10.00	\$12.40	0.00	\$64.11
	06/01/2013	\$42.49	\$10.00	\$12.40	0.00	\$64.89
	12/01/2013	\$43.27	\$10.00	\$12.40	0.00	\$65.67
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$45.01	\$7.80	\$14.60	0.00	\$67.41
	01/01/2013	\$46.01	\$7.80	\$14.60	0.00	\$68.41

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

**Issue Date:** 02/24/2012

**Wage Request Number:** 20120224-016

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DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

### Prevailing Wage Rates

**As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-44

**City/Town:** NEWTON

**Description of Work:** Annual - Welding and Related Services

**Job Location:** Various Locations

## Classification

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2012**

Effective Date - 01/01/2012					Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

**Effective Date - 07/01/2012**

Effective Date - 07/01/2012					Supplemental	
Step	percent	Apprentice Base Wage	Health	Pension	Unemployment	Total Rate
1	50	\$22.51	\$7.80	0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	3.25	\$0.00	\$35.81
3	60	\$27.01	\$7.80	3.54	\$0.00	\$38.35
4	65	\$29.26	\$7.80	3.84	\$0.00	\$40.90
5	70	\$31.51	\$7.80	12.83	\$0.00	\$52.14
6	75	\$33.76	\$7.80	13.13	\$0.00	\$54.69
7	80	\$36.01	\$7.80	13.42	\$0.00	\$57.23
8	90	\$40.51	\$7.80	14.01	\$0.00	\$62.32

**[Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK  
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TIMOTHY P. MURRAY  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44 City/Town: NEWTON  
Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35

**Apprentice - LABORER Demo Backhoe/Loader/Hammer Operator**

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.68	\$7.10	12.45	\$0.00	\$39.23
2	70	\$22.96	\$7.10	12.45	\$0.00	\$42.51
3	80	\$26.24	\$7.10	12.45	\$0.00	\$45.79
4	90	\$29.52	\$7.10	12.45	\$0.00	\$49.07

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: BURNERS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - LABORER Demo Burners**

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.53	\$7.10	12.45	\$0.00	\$39.08
2	70	\$22.79	\$7.10	12.45	\$0.00	\$42.34
3	80	\$26.04	\$7.10	12.45	\$0.00	\$45.59
4	90	\$29.30	\$7.10	12.45	\$0.00	\$48.85

Notes:

Apprentice to Journeyworker Ratio:1:5

DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services

City/Town: NEWTON

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - LABORER Demo Wrecking Laborer**

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Notes:

Apprentice to Journeyworker Ratio:1:5

DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$55.07	\$8.08	\$17.12	0.00	\$80.27
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$40.12	\$8.08	\$17.12	0.00	\$65.32
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$60.18	\$8.08	\$17.12	0.00	\$85.38
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$82.60	\$8.08	\$17.12	0.00	\$107.80

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton  
**Contract Number:** 12-44  
**Description of Work:** Annual - Welding and Related Services

**City/Town:** NEWTON

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN ELECTRICIANS LOCAL 103	09/01/2011	\$41.89	\$13.00	\$13.86	0.00	\$68.75
	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52

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**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - ELECTRICIAN - Local 103**

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.76	\$13.00	7.80	\$0.00	\$37.56
2	40	\$16.76	\$13.00	7.80	\$0.00	\$37.56
3	45	\$18.85	\$13.00	10.26	\$0.00	\$42.11
4	45	\$18.85	\$13.00	10.26	\$0.00	\$42.11
5	50	\$20.95	\$13.00	10.58	\$0.00	\$44.53
6	55	\$23.04	\$13.00	10.91	\$0.00	\$46.95
7	60	\$25.13	\$13.00	11.23	\$0.00	\$49.36
8	65	\$27.23	\$13.00	11.57	\$0.00	\$51.80
9	70	\$29.32	\$13.00	11.89	\$0.00	\$54.21
10	75	\$31.42	\$13.00	12.22	\$0.00	\$56.64

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
2	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
3	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
4	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
5	50	\$21.19	\$13.00	10.59	\$0.00	\$44.78
6	55	\$23.30	\$13.00	10.92	\$0.00	\$47.22
7	60	\$25.42	\$13.00	11.24	\$0.00	\$49.66
8	65	\$27.54	\$13.00	11.58	\$0.00	\$52.12
9	70	\$29.66	\$13.00	11.90	\$0.00	\$54.56
10	75	\$31.78	\$13.00	12.23	\$0.00	\$57.01

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Notes:</b> App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80 Apprentice to Journeyworker Ratio:2:3***						

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$52.45	\$8.78	\$6.96	0.00	\$68.19
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**Apprentice - ELEVATOR CONSTRUCTOR - Local 4**

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	6.96	\$0.00	\$57.70

**Notes:**  
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$38.59	\$8.78	\$6.96	0.00	\$54.33
FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60

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**Prevailing Wage Rates**

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JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44 City/Town: NEWTON  
Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2011	\$37.49	\$10.00	\$12.20	0.00	\$59.69
	05/01/2012	\$38.10	\$10.00	\$12.20	0.00	\$60.30
	11/01/2012	\$38.71	\$10.00	\$12.20	0.00	\$60.91
	05/01/2013	\$39.32	\$10.00	\$12.20	0.00	\$61.52
	11/01/2013	\$40.08	\$10.00	\$12.20	0.00	\$62.28
	05/01/2014	\$40.85	\$10.00	\$12.20	0.00	\$63.05
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2011	\$38.88	\$10.00	\$12.20	0.00	\$61.08
	05/01/2012	\$39.49	\$10.00	\$12.20	0.00	\$61.69
	11/01/2012	\$40.11	\$10.00	\$12.20	0.00	\$62.31
	05/01/2013	\$40.73	\$10.00	\$12.20	0.00	\$62.93
	11/01/2013	\$41.50	\$10.00	\$12.20	0.00	\$63.70
	05/01/2014	\$42.27	\$10.00	\$12.20	0.00	\$64.47
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2011	\$20.91	\$10.00	\$12.20	0.00	\$43.11
	05/01/2012	\$21.27	\$10.00	\$12.20	0.00	\$43.47
	11/01/2012	\$21.63	\$10.00	\$12.20	0.00	\$43.83
	05/01/2013	\$21.99	\$10.00	\$12.20	0.00	\$44.19
	11/01/2013	\$22.45	\$10.00	\$12.20	0.00	\$44.65
	05/01/2014	\$22.90	\$10.00	\$12.20	0.00	\$45.10
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2011	\$41.89	\$13.00	\$13.86	0.00	\$68.75
	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44 City/Town: NEWTON  
Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE	09/01/2011	\$31.42	\$13.00	\$12.22	0.00	\$56.64
LOCAL 103 / COMMISSIONING ELECTRICIANS	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72
FIREMAN (ASST. ENGINEER)	12/01/2011	\$33.23	\$10.00	\$12.40	0.00	\$55.63
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$33.70	\$10.00	\$12.40	0.00	\$56.10
	12/01/2012	\$34.23	\$10.00	\$12.40	0.00	\$56.63
	06/01/2013	\$34.88	\$10.00	\$12.40	0.00	\$57.28
	12/01/2013	\$35.54	\$10.00	\$12.40	0.00	\$57.94
FLAGGER & SIGNALER	12/01/2011	\$20.50	\$7.10	\$12.45	0.00	\$40.05
LABORERS - ZONE 1						
FLOORCOVERER	09/01/2011	\$35.95	\$9.80	\$16.61	0.00	\$62.36
FLOORCOVERERS LOCAL 2168 ZONE 1	03/01/2012	\$37.20	\$9.80	\$16.61	0.00	\$63.61

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JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - FLOORCOVERER - Local 2168 Zone I**

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.98	\$9.80	1.79	\$0.00	\$29.57
2	55	\$19.77	\$9.80	1.79	\$0.00	\$31.36
3	60	\$21.57	\$9.80	11.24	\$0.00	\$42.61
4	65	\$23.37	\$9.80	11.24	\$0.00	\$44.41
5	70	\$25.17	\$9.80	13.03	\$0.00	\$48.00
6	75	\$26.96	\$9.80	13.03	\$0.00	\$49.79
7	80	\$28.76	\$9.80	14.82	\$0.00	\$53.38
8	85	\$30.56	\$9.80	14.82	\$0.00	\$55.18

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.60	\$9.80	1.79	\$0.00	\$30.19
2	55	\$20.46	\$9.80	1.79	\$0.00	\$32.05
3	60	\$22.32	\$9.80	11.24	\$0.00	\$43.36
4	65	\$24.18	\$9.80	11.24	\$0.00	\$45.22
5	70	\$26.04	\$9.80	13.03	\$0.00	\$48.87
6	75	\$27.90	\$9.80	13.03	\$0.00	\$50.73
7	80	\$29.76	\$9.80	14.82	\$0.00	\$54.38
8	85	\$31.62	\$9.80	14.82	\$0.00	\$56.24

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 02/24/2012

Wage Request Number: 20120224-016

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
	07/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
	01/01/2013	\$35.51	\$7.80	\$14.60	0.00	\$57.91

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Issue Date: 02/24/2012

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services

City/Town: NEWTON

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - GLAZIER - Local 35 Zone 2**

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$30.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	13.13	\$0.00	\$46.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	90	\$31.06	\$7.80	14.01	\$0.00	\$52.87

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton  
**Contract Number:** 12-44  
**Description of Work:** Annual - Welding and Related Services

**City/Town:** NEWTON

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

**Issue Date:** 02/24/2012

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - *HOIST/PORT. ENG.- Local 4*

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.74	\$10.00	0.00	\$0.00	\$31.74
2	60	\$23.71	\$10.00	12.40	\$0.00	\$46.11
3	65	\$25.69	\$10.00	12.40	\$0.00	\$48.09
4	70	\$27.66	\$10.00	12.40	\$0.00	\$50.06
5	75	\$29.64	\$10.00	12.40	\$0.00	\$52.04
6	80	\$31.62	\$10.00	12.40	\$0.00	\$54.02
7	85	\$33.59	\$10.00	12.40	\$0.00	\$55.99
8	90	\$35.57	\$10.00	12.40	\$0.00	\$57.97

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.05	\$10.00	0.00	\$0.00	\$32.05
2	60	\$24.05	\$10.00	12.40	\$0.00	\$46.45
3	65	\$26.06	\$10.00	12.40	\$0.00	\$48.46
4	70	\$28.06	\$10.00	12.40	\$0.00	\$50.46
5	75	\$30.07	\$10.00	12.40	\$0.00	\$52.47
6	80	\$32.07	\$10.00	12.40	\$0.00	\$54.47
7	85	\$34.08	\$10.00	12.40	\$0.00	\$56.48
8	90	\$36.08	\$10.00	12.40	\$0.00	\$58.48

Notes:

Apprentice to Journeyworker Ratio:1:6

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	09/01/2011	\$41.89	\$13.00	\$13.86	0.00	\$68.75
	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	09/01/2011	\$46.09	\$8.75	\$14.39	0.00	\$69.23
	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
HVAC MECHANIC PIPEFITTERS LOCAL 537	09/01/2011	\$46.09	\$8.75	\$14.39	0.00	\$69.23
	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
HYDRAULIC DRILLS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services

City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
INSULATOR (PIPES & TANKS)	09/01/2011	\$40.66	\$10.40	\$11.20	0.00	\$62.26
ASBESTOS WORKERS LOCAL 6 (BOSTON)	09/01/2012	\$42.06	\$10.40	\$11.20	0.00	\$63.66
	09/01/2013	\$43.66	\$10.40	\$11.20	0.00	\$65.26
	09/01/2014	\$45.66	\$10.40	\$11.20	0.00	\$67.26

**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston**

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.33	\$10.40	8.30	\$0.00	\$39.03
2	60	\$24.40	\$10.40	8.88	\$0.00	\$43.68
3	70	\$28.46	\$10.40	9.46	\$0.00	\$48.32
4	80	\$32.53	\$10.40	10.04	\$0.00	\$52.97

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.03	\$10.40	8.30	\$0.00	\$39.73
2	60	\$25.24	\$10.40	8.88	\$0.00	\$44.52
3	70	\$29.44	\$10.40	9.46	\$0.00	\$49.30
4	80	\$33.65	\$10.40	10.04	\$0.00	\$54.09

**Notes:**

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	09/16/2011	\$37.28	\$7.70	\$17.95	0.00	\$62.93
IRONWORKERS LOCAL 7	03/16/2012	\$38.28	\$7.70	\$17.95	0.00	\$63.93
	09/16/2012	\$39.28	\$7.70	\$17.95	0.00	\$64.93
	03/16/2013	\$40.53	\$7.70	\$17.95	0.00	\$66.18

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services

City/Town: NEWTON

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - IRONWORKER - Local 7 Boston**

Effective Date - 09/16/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.37	\$7.70	17.95	\$0.00	\$48.02
2	70	\$26.10	\$7.70	17.95	\$0.00	\$51.75
3	75	\$27.96	\$7.70	17.95	\$0.00	\$53.61
4	80	\$29.82	\$7.70	17.95	\$0.00	\$55.47
5	85	\$31.69	\$7.70	17.95	\$0.00	\$57.34
6	90	\$33.55	\$7.70	17.95	\$0.00	\$59.20

Effective Date - 03/16/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.97	\$7.70	17.95	\$0.00	\$48.62
2	70	\$26.80	\$7.70	17.95	\$0.00	\$52.45
3	75	\$28.71	\$7.70	17.95	\$0.00	\$54.36
4	80	\$30.62	\$7.70	17.95	\$0.00	\$56.27
5	85	\$32.54	\$7.70	17.95	\$0.00	\$58.19
6	90	\$34.45	\$7.70	17.95	\$0.00	\$60.10

**Notes:**

\*\* Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:\*\*

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

### Prevailing Wage Rates

**As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

<b>Awarding Authority:</b>	City of Newton
<b>Contract Number:</b>	12-44
<b>Description of Work:</b>	Annual - Welding and Related Services

**City/Town:** NEWTON

**Job Location:** Various Locations

## Classification

Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - *LABORER - Zone 1*

**Effective Date -** 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

LABORER: CARPENTER TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: MASON TENDER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORER: TREE REMOVER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services

City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS	02/01/2012	\$36.31	\$9.93	\$15.50	0.00	\$61.74
BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	\$35.52	\$10.18	\$16.04	0.00	\$61.74

**Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile**

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.16	\$9.93	15.50	\$0.00	\$43.59
2	60	\$21.79	\$9.93	15.50	\$0.00	\$47.22
3	70	\$25.42	\$9.93	15.50	\$0.00	\$50.85
4	80	\$29.05	\$9.93	15.50	\$0.00	\$54.48
5	90	\$32.68	\$9.93	15.50	\$0.00	\$58.11

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$10.18	16.04	\$0.00	\$43.98
2	60	\$21.31	\$10.18	16.04	\$0.00	\$47.53
3	70	\$24.86	\$10.18	16.04	\$0.00	\$51.08
4	80	\$28.42	\$10.18	16.04	\$0.00	\$54.64
5	90	\$31.97	\$10.18	16.04	\$0.00	\$58.19

**Notes:**

Steps are 800 hrs.

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2012	\$46.60	\$9.93	\$16.51	0.00	\$73.04
BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	\$46.60	\$10.18	\$17.25	0.00	\$74.03

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THE COMMONWEALTH OF MASSACHUSETTS  
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DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile**

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$9.93	16.51	\$0.00	\$49.74
2	60	\$27.96	\$9.93	16.51	\$0.00	\$54.40
3	70	\$32.62	\$9.93	16.51	\$0.00	\$59.06
4	80	\$37.28	\$9.93	16.51	\$0.00	\$63.72
5	90	\$41.94	\$9.93	16.51	\$0.00	\$68.38

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$10.18	17.25	\$0.00	\$50.73
2	60	\$27.96	\$10.18	17.25	\$0.00	\$55.39
3	70	\$32.62	\$10.18	17.25	\$0.00	\$60.05
4	80	\$37.28	\$10.18	17.25	\$0.00	\$64.71
5	90	\$41.94	\$10.18	17.25	\$0.00	\$69.37

Notes:

Apprentice to Journeyworker Ratio:1:3

MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2011	\$24.80	\$5.49	\$0.00	0.00	\$30.29
SWEEPER LOCAL 25 (NON-CONSTRUCTION)						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
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HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton  
**Contract Number:** 12-44 **City/Town:** NEWTON  
**Description of Work:** Annual - Welding and Related Services

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	04/01/2011	\$33.57	\$8.67	\$15.61	0.00	\$57.85

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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JOANNE F. GOLDSTEIN  
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HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - MILLWRIGHT - Local 1121 Zone 1**

Effective Date - 04/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.79	\$8.67	11.64	\$0.00	\$37.10
2	55	\$18.46	\$8.67	11.64	\$0.00	\$38.77
3	60	\$20.14	\$8.67	13.23	\$0.00	\$42.04
4	65	\$21.82	\$8.67	13.23	\$0.00	\$43.72
5	70	\$23.50	\$8.67	14.02	\$0.00	\$46.19
6	75	\$25.18	\$8.67	14.02	\$0.00	\$47.87
7	80	\$26.86	\$8.67	14.82	\$0.00	\$50.35
8	85	\$28.53	\$8.67	14.82	\$0.00	\$52.02

Notes:

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2011	\$21.28	\$10.00	\$12.40	0.00	\$43.68
	06/01/2012	\$21.56	\$10.00	\$12.40	0.00	\$43.96
	12/01/2012	\$21.90	\$10.00	\$12.40	0.00	\$44.30
	06/01/2013	\$22.32	\$10.00	\$12.40	0.00	\$44.72
	12/01/2013	\$22.74	\$10.00	\$12.40	0.00	\$45.14

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**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44 City/Town: NEWTON  
Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$24.51	\$10.00	\$12.40	0.00	\$46.91
	06/01/2012	\$24.85	\$10.00	\$12.40	0.00	\$47.25
	12/01/2012	\$25.24	\$10.00	\$12.40	0.00	\$47.64
	06/01/2013	\$25.72	\$10.00	\$12.40	0.00	\$48.12
	12/01/2013	\$26.21	\$10.00	\$12.40	0.00	\$48.61
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$45.01	\$7.80	\$14.60	0.00	\$67.41
	01/01/2013	\$46.01	\$7.80	\$14.60	0.00	\$68.41

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DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	3.25	\$0.00	\$35.81
3	60	\$27.01	\$7.80	3.54	\$0.00	\$38.35
4	65	\$29.26	\$7.80	3.84	\$0.00	\$40.90
5	70	\$31.51	\$7.80	12.83	\$0.00	\$52.14
6	75	\$33.76	\$7.80	13.13	\$0.00	\$54.69
7	80	\$36.01	\$7.80	13.42	\$0.00	\$57.23
8	90	\$40.51	\$7.80	14.01	\$0.00	\$62.32

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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Issue Date: 02/24/2012

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2012	\$34.91	\$7.80	\$14.60	0.00	\$57.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$35.91	\$7.80	\$14.60	0.00	\$58.31
	01/01/2013	\$36.91	\$7.80	\$14.60	0.00	\$59.31

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.46	\$7.80	0.00	\$0.00	\$25.26
2	55	\$19.20	\$7.80	3.25	\$0.00	\$30.25
3	60	\$20.95	\$7.80	3.54	\$0.00	\$32.29
4	65	\$22.69	\$7.80	3.84	\$0.00	\$34.33
5	70	\$24.44	\$7.80	12.83	\$0.00	\$45.07
6	75	\$26.18	\$7.80	13.13	\$0.00	\$47.11
7	80	\$27.93	\$7.80	13.42	\$0.00	\$49.15
8	90	\$31.42	\$7.80	14.01	\$0.00	\$53.23

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.96	\$7.80	0.00	\$0.00	\$25.76
2	55	\$19.75	\$7.80	3.25	\$0.00	\$30.80
3	60	\$21.55	\$7.80	3.54	\$0.00	\$32.89
4	65	\$23.34	\$7.80	3.84	\$0.00	\$34.98
5	70	\$25.14	\$7.80	12.83	\$0.00	\$45.77
6	75	\$26.93	\$7.80	13.13	\$0.00	\$47.86
7	80	\$28.73	\$7.80	13.42	\$0.00	\$49.95
8	90	\$32.32	\$7.80	14.01	\$0.00	\$54.13

Notes:

Apprentice to Journeyworker Ratio:1:1

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**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-44

**City/Town:** NEWTON

**Description of Work:** Annual - Welding and Related Services

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2012	\$32.97	\$7.80	\$14.60	0.00	\$55.37
PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$33.97	\$7.80	\$14.60	0.00	\$56.37
	01/01/2013	\$34.97	\$7.80	\$14.60	0.00	\$57.37

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.49	\$7.80	0.00	\$0.00	\$24.29
2	55	\$18.13	\$7.80	3.25	\$0.00	\$29.18
3	60	\$19.78	\$7.80	3.54	\$0.00	\$31.12
4	65	\$21.43	\$7.80	3.84	\$0.00	\$33.07
5	70	\$23.08	\$7.80	12.83	\$0.00	\$43.71
6	75	\$24.73	\$7.80	13.13	\$0.00	\$45.66
7	80	\$26.38	\$7.80	13.42	\$0.00	\$47.60
8	90	\$29.67	\$7.80	14.01	\$0.00	\$51.48

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	3.25	\$0.00	\$29.73
3	60	\$20.38	\$7.80	3.54	\$0.00	\$31.72
4	65	\$22.08	\$7.80	3.84	\$0.00	\$33.72
5	70	\$23.78	\$7.80	12.83	\$0.00	\$44.41
6	75	\$25.48	\$7.80	13.13	\$0.00	\$46.41
7	80	\$27.18	\$7.80	13.42	\$0.00	\$48.40
8	90	\$30.57	\$7.80	14.01	\$0.00	\$52.38

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton  
**Contract Number:** 12-44 **City/Town:** NEWTON  
**Description of Work:** Annual - Welding and Related Services

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (TRAFFIC MARKINGS) <i>LABORERS - ZONE 1</i>	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
PAINTER / TAPER (BRUSH, NEW) *	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
	01/01/2013	\$35.51	\$7.80	\$14.60	0.00	\$57.91

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$30.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	13.13	\$0.00	\$46.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	90	\$31.06	\$7.80	14.01	\$0.00	\$52.87

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton  
**Contract Number:** 12-44  
**Description of Work:** Annual - Welding and Related Services  
**City/Town:** NEWTON

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2012	\$31.57	\$7.80	\$14.60	0.00	\$53.97
PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$32.57	\$7.80	\$14.60	0.00	\$54.97
	01/01/2013	\$33.57	\$7.80	\$14.60	0.00	\$55.97

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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**Prevailing Wage Rates**

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Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.79	\$7.80	0.00	\$0.00	\$23.59
2	55	\$17.36	\$7.80	3.25	\$0.00	\$28.41
3	60	\$18.94	\$7.80	3.54	\$0.00	\$30.28
4	65	\$20.52	\$7.80	3.84	\$0.00	\$32.16
5	70	\$22.10	\$7.80	12.83	\$0.00	\$42.73
6	75	\$23.68	\$7.80	13.13	\$0.00	\$44.61
7	80	\$25.26	\$7.80	13.42	\$0.00	\$46.48
8	90	\$28.41	\$7.80	14.01	\$0.00	\$50.22

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	3.25	\$0.00	\$28.96
3	60	\$19.54	\$7.80	3.54	\$0.00	\$30.88
4	65	\$21.17	\$7.80	3.84	\$0.00	\$32.81
5	70	\$22.80	\$7.80	12.83	\$0.00	\$43.43
6	75	\$24.43	\$7.80	13.13	\$0.00	\$45.36
7	80	\$26.06	\$7.80	13.42	\$0.00	\$47.28
8	90	\$29.31	\$7.80	14.01	\$0.00	\$51.12

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$30.78	\$8.56	\$7.27	0.00	\$46.61
	06/01/2012	\$31.08	\$8.56	\$7.27	0.00	\$46.91
	08/01/2012	\$31.08	\$8.91	\$7.27	0.00	\$47.26
	12/01/2012	\$31.38	\$8.91	\$8.00	0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$40.12	\$8.08	\$17.12	0.00	\$65.32
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$40.12	\$8.08	\$17.12	0.00	\$65.32

**Apprentice - PILE DRIVER - Local 56 Zone 1**

Effective Date - 08/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.07	\$8.08	17.12	\$0.00	\$49.27
2	65	\$26.08	\$8.08	17.12	\$0.00	\$51.28
3	70	\$28.08	\$8.08	17.12	\$0.00	\$53.28
4	75	\$30.09	\$8.08	17.12	\$0.00	\$55.29
5	80	\$32.10	\$8.08	17.12	\$0.00	\$57.30
6	85	\$34.10	\$8.08	17.12	\$0.00	\$59.30
7	90	\$36.11	\$8.08	17.12	\$0.00	\$61.31
8	95	\$38.11	\$8.08	17.12	\$0.00	\$63.31

Notes:

Apprentice to Journeyworker Ratio:1:3

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 02/24/2012

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPEFITTER & STEAMFITTER <i>PIPEFITTERS LOCAL 537</i>	09/01/2011	\$46.09	\$8.75	\$14.39	0.00	\$69.23
	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

**Apprentice - PIPEFITTER - Local 537**

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.44	\$8.75	6.50	\$0.00	\$33.69
2	45	\$20.74	\$8.75	14.39	\$0.00	\$43.88
3	60	\$27.65	\$8.75	14.39	\$0.00	\$50.79
4	70	\$32.26	\$8.75	14.39	\$0.00	\$55.40
5	80	\$36.87	\$8.75	14.39	\$0.00	\$60.01

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.74	\$8.75	6.50	\$0.00	\$33.99
2	45	\$21.08	\$8.75	14.39	\$0.00	\$44.22
3	60	\$28.10	\$8.75	14.39	\$0.00	\$51.24
4	70	\$32.79	\$8.75	14.39	\$0.00	\$55.93
5	80	\$37.47	\$8.75	14.39	\$0.00	\$60.61

**Notes:**

\*\* 1;3; 3;15; 1;10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic \*\*1;1;1;2;2;4;3;6;4;8;5;10;6;12;7;14;8;17;9;20;10;23(Max)

Apprentice to Journeyworker Ratio:\*\*

PIPELAYER <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
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**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services

City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBERS & GASFITTERS	09/01/2011	\$46.01	\$9.32	\$13.29	0.00	\$68.62
PLUMBERS & GASFITTERS LOCAL 12	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

**Apprentice - PLUMBER - Local 12**

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.10	\$9.32	4.97	\$0.00	\$30.39
2	40	\$18.40	\$9.32	5.61	\$0.00	\$33.33
3	55	\$25.31	\$9.32	7.53	\$0.00	\$42.16
4	65	\$29.91	\$9.32	8.81	\$0.00	\$48.04
5	75	\$34.51	\$9.32	10.09	\$0.00	\$53.92

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.38	\$9.32	4.97	\$0.00	\$30.67
2	40	\$18.72	\$9.32	5.61	\$0.00	\$33.65
3	55	\$25.75	\$9.32	7.53	\$0.00	\$42.60
4	65	\$30.43	\$9.32	8.81	\$0.00	\$48.56
5	75	\$35.11	\$9.32	10.09	\$0.00	\$54.52

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr  
Step4 with lic\$51.07 Step5 with lic\$56.84

Apprentice to Journeyworker Ratio:\*\*

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-44

**City/Town:** NEWTON

**Description of Work:** Annual - Welding and Related Services

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	09/01/2011	\$46.09	\$8.75	\$14.39	0.00	\$69.23
	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$27.95	\$10.00	\$12.40	0.00	\$50.35
	06/01/2012	\$28.34	\$10.00	\$12.40	0.00	\$50.74
	12/01/2012	\$28.79	\$10.00	\$12.40	0.00	\$51.19
	06/01/2013	\$29.34	\$10.00	\$12.40	0.00	\$51.74
	12/01/2013	\$29.89	\$10.00	\$12.40	0.00	\$52.29
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	0.00	\$41.69

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
RESIDENTIAL WOOD FRAME (All Other Work)	04/01/2011	\$24.24	\$8.67	\$15.51	0.00	\$48.42
CARPENTERS -ZONE 2 (Residential Wood)						
RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	\$24.24	\$6.34	\$6.23	0.00	\$36.81

\*\* The Residential Wood Frame Carpenter classification applies  
only to the construction of new, wood frame residences that do  
not exceed four stories including the basement. CARPENTERS -ZONE  
2 (Residential Wood)

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - CARPENTER (Residential Wood Frame) - Zone 2**

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
ROOFER (Inc.Roofer Waterproofing & Roofer Dampproofg) ROOFERS LOCAL 33	02/01/2012	\$35.56	\$10.50	\$10.70	0.00	\$56.76
	08/01/2012	\$36.56	\$10.50	\$10.70	0.00	\$57.76
	02/01/2013	\$37.56	\$10.50	\$10.70	0.00	\$58.76

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - ROOFER - Local 33**

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.78	\$10.50	3.38	\$0.00	\$31.66
2	60	\$21.34	\$10.50	10.70	\$0.00	\$42.54
3	65	\$23.11	\$10.50	10.70	\$0.00	\$44.31
4	75	\$26.67	\$10.50	10.70	\$0.00	\$47.87
5	85	\$30.23	\$10.50	10.70	\$0.00	\$51.43

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.28	\$10.50	3.38	\$0.00	\$32.16
2	60	\$21.94	\$10.50	10.70	\$0.00	\$43.14
3	65	\$23.76	\$10.50	10.70	\$0.00	\$44.96
4	75	\$27.42	\$10.50	10.70	\$0.00	\$48.62
5	85	\$31.08	\$10.50	10.70	\$0.00	\$52.28

Notes: \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:\*\*

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2012	\$35.81	\$10.50	\$10.70	0.00	\$57.01
ROOFERS LOCAL 33	08/01/2012	\$36.81	\$10.50	\$10.70	0.00	\$58.01
	02/01/2013	\$37.81	\$10.50	\$10.70	0.00	\$59.01

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44 City/Town: NEWTON  
Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - ROOFER (Slate/Tile/Precast Concrete) - Local 33**

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.91	\$10.50	3.38	\$0.00	\$31.79
2	60	\$21.49	\$10.50	10.70	\$0.00	\$42.69
3	65	\$23.28	\$10.50	10.70	\$0.00	\$44.48
4	75	\$26.86	\$10.50	10.70	\$0.00	\$48.06
5	85	\$30.44	\$10.50	10.70	\$0.00	\$51.64

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.41	\$10.50	3.38	\$0.00	\$32.29
2	60	\$22.09	\$10.50	10.70	\$0.00	\$43.29
3	65	\$23.93	\$10.50	10.70	\$0.00	\$45.13
4	75	\$27.61	\$10.50	10.70	\$0.00	\$48.81
5	85	\$31.29	\$10.50	10.70	\$0.00	\$52.49

Notes:

Apprentice to Journeyworker Ratio:\*\*

SHEETMETAL WORKER	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - SHEET METAL WORKER - Local 17-A**

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.32	\$9.82	3.74	\$0.00	\$29.88
2	45	\$18.36	\$9.82	7.45	\$1.07	\$36.70
3	50	\$20.40	\$9.82	8.42	\$1.16	\$39.80
4	60	\$24.47	\$9.82	9.60	\$1.32	\$45.21
5	65	\$26.51	\$9.82	10.32	\$1.40	\$48.05
6	75	\$30.59	\$9.82	11.76	\$1.57	\$53.74
7	85	\$34.67	\$9.82	12.69	\$1.72	\$58.90

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.82	\$9.82	3.74	\$0.00	\$30.38
2	45	\$18.92	\$9.82	7.45	\$1.09	\$37.28
3	50	\$21.02	\$9.82	8.42	\$1.18	\$40.44
4	60	\$25.22	\$9.82	9.60	\$1.34	\$45.98
5	65	\$27.33	\$9.82	10.32	\$1.42	\$48.89
6	75	\$31.53	\$9.82	11.76	\$1.59	\$54.70
7	85	\$35.73	\$9.82	12.69	\$1.75	\$59.99

**Notes:**

Steps 1-3 are 1 year; Steps 4-7 are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR	06/01/2009	\$24.81	\$7.07	\$5.90	0.00	\$37.78
PAINTERS LOCAL 35 - ZONE 2						

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DEVAL L. PATRICK  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - SIGN ERECTOR - Local 35 Zone 2**

Effective Date - 06/01/2009

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.41	\$7.07	0.00	\$0.00	\$19.48
2	55	\$13.65	\$7.07	2.40	\$0.00	\$23.12
3	60	\$14.89	\$7.07	2.40	\$0.00	\$24.36
4	65	\$16.13	\$7.07	2.40	\$0.00	\$25.60
5	70	\$17.37	\$7.07	5.90	\$0.00	\$30.34
6	75	\$18.61	\$7.07	5.90	\$0.00	\$31.58
7	80	\$19.85	\$7.07	5.90	\$0.00	\$32.82
8	85	\$21.09	\$7.07	5.90	\$0.00	\$34.06
9	90	\$22.33	\$7.07	5.90	\$0.00	\$35.30

**Notes:**

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.24	\$8.56	\$7.27	0.00	\$47.07
	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.53	\$8.56	\$7.27	0.00	\$47.36
	06/01/2012	\$31.83	\$8.56	\$7.27	0.00	\$47.66
	08/01/2012	\$31.83	\$8.91	\$7.27	0.00	\$48.01
	12/01/2012	\$32.13	\$8.91	\$8.00	0.00	\$49.04

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary

HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-44

**City/Town:** NEWTON

**Description of Work:** Annual - Welding and Related Services

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	01/01/2012	\$50.83	\$8.42	\$11.60	0.00	\$70.85
SPRINKLER FITTERS LOCAL 550	03/01/2012	\$51.58	\$8.42	\$11.60	0.00	\$71.60
	09/01/2012	\$52.58	\$8.42	\$11.60	0.00	\$72.60
	03/01/2013	\$53.58	\$8.42	\$11.60	0.00	\$73.60

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**Issue Date:** 02/24/2012

**Wage Request Number:** 20120224-016

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DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - SPRINKLER FITTER - Local 550**

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.79	\$8.42	7.85	\$0.00	\$34.06
2	40	\$20.33	\$8.42	7.85	\$0.00	\$36.60
3	45	\$22.87	\$8.42	7.85	\$0.00	\$39.14
4	50	\$25.42	\$8.42	7.85	\$0.00	\$41.69
5	55	\$27.96	\$8.42	7.85	\$0.00	\$44.23
6	60	\$30.50	\$8.42	7.85	\$0.00	\$46.77
7	65	\$33.04	\$8.42	7.85	\$0.00	\$49.31
8	70	\$35.58	\$8.42	7.85	\$0.00	\$51.85
9	75	\$38.12	\$8.42	7.85	\$0.00	\$54.39
10	80	\$40.66	\$8.42	7.85	\$0.00	\$56.93

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.05	\$8.42	7.85	\$0.00	\$34.32
2	40	\$20.63	\$8.42	7.85	\$0.00	\$36.90
3	45	\$23.21	\$8.42	7.85	\$0.00	\$39.48
4	50	\$25.79	\$8.42	7.85	\$0.00	\$42.06
5	55	\$28.37	\$8.42	7.85	\$0.00	\$44.64
6	60	\$30.95	\$8.42	7.85	\$0.00	\$47.22
7	65	\$33.53	\$8.42	7.85	\$0.00	\$49.80
8	70	\$36.11	\$8.42	7.85	\$0.00	\$52.38
9	75	\$38.69	\$8.42	7.85	\$0.00	\$54.96
10	80	\$41.26	\$8.42	7.85	\$0.00	\$57.53

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services  
City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Apprentice to Journeyworker Ratio:1:1						
STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	09/01/2011	\$31.42	\$13.00	\$12.22	0.00	\$56.64
	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 02/24/2012

Wage Request Number: 20120224-016

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
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JOANNE F. GOLDSTEIN  
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HEATHER E. ROWE  
Director

Awarding Authority: City of Newton

Contract Number: 12-44

City/Town: NEWTON

Description of Work: Annual - Welding and Related Services

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.57	\$13.00	9.27	\$0.00	\$34.84
2	40	\$12.57	\$13.00	9.27	\$0.00	\$34.84
3	45	\$14.14	\$13.00	9.51	\$0.00	\$36.65
4	45	\$14.14	\$13.00	9.51	\$0.00	\$36.65
5	50	\$15.71	\$13.00	9.76	\$0.00	\$38.47
6	55	\$17.28	\$13.00	10.01	\$0.00	\$40.29
7	60	\$18.85	\$13.00	10.26	\$0.00	\$42.11
8	65	\$20.42	\$13.00	10.50	\$0.00	\$43.92
9	70	\$21.99	\$13.00	10.75	\$0.00	\$45.74
10	75	\$23.57	\$13.00	11.00	\$0.00	\$47.57

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
2	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
3	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
4	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
5	50	\$15.89	\$13.00	9.76	\$0.00	\$38.65
6	55	\$17.48	\$13.00	10.01	\$0.00	\$40.49
7	60	\$19.07	\$13.00	10.26	\$0.00	\$42.33
8	65	\$20.66	\$13.00	10.50	\$0.00	\$44.16
9	70	\$22.25	\$13.00	10.75	\$0.00	\$46.00
10	75	\$23.84	\$13.00	11.00	\$0.00	\$47.84

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 02/24/2012

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**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services

City/Town: NEWTON

Job Location: Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Apprentice to Journeyworker Ratio:1:1						

TERRAZZO FINISHERS	02/01/2012	\$46.49	\$9.93	\$16.51	0.00	\$72.93
BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	\$45.50	\$10.18	\$17.25	0.00	\$72.93

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.25	\$9.93	16.51	\$0.00	\$49.69
2	60	\$27.89	\$9.93	16.51	\$0.00	\$54.33
3	70	\$32.54	\$9.93	16.51	\$0.00	\$58.98
4	80	\$37.19	\$9.93	16.51	\$0.00	\$63.63
5	90	\$41.84	\$9.93	16.51	\$0.00	\$68.28

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.75	\$10.18	17.25	\$0.00	\$50.18
2	60	\$27.30	\$10.18	17.25	\$0.00	\$54.73
3	70	\$31.85	\$10.18	17.25	\$0.00	\$59.28
4	80	\$36.40	\$10.18	17.25	\$0.00	\$63.83
5	90	\$40.95	\$10.18	17.25	\$0.00	\$68.38

Notes:						
Steps are 800 hrs.						

Apprentice to Journeyworker Ratio:1:3

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton

**Contract Number:** 12-44

**City/Town:** NEWTON

**Description of Work:** Annual - Welding and Related Services

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$33.05	\$7.10	\$12.60	0.00	\$52.75

**Apprentice - TEST BORING DRILLER (Laborers Foundation & Marine)**

**Effective Date -** 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	12.60	\$0.00	\$39.53
2	70	\$23.14	\$7.10	12.60	\$0.00	\$42.84
3	80	\$26.44	\$7.10	12.60	\$0.00	\$46.14
4	90	\$29.75	\$7.10	12.60	\$0.00	\$49.45

**Notes:**

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$31.77	\$7.10	\$12.60	0.00	\$51.47
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Awarding Authority: City of Newton  
Contract Number: 12-44  
Description of Work: Annual - Welding and Related Services

City/Town: NEWTON

Job Location: Various Locations

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

**Apprentice - TEST BORING LABORER (Laborers Foundation & Marine)**

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.10	12.60	\$0.00	\$38.69
2	70	\$22.16	\$7.10	12.60	\$0.00	\$41.86
3	80	\$25.32	\$7.10	12.60	\$0.00	\$45.02
4	90	\$28.49	\$7.10	12.60	\$0.00	\$48.19

Notes:

Apprentice to Journeyworker Ratio:1:3

TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	12/01/2011	\$39.16	\$10.00	\$12.40	0.00	\$61.56
	06/01/2012	\$39.72	\$10.00	\$12.40	0.00	\$62.12
	12/01/2012	\$40.34	\$10.00	\$12.40	0.00	\$62.74
	06/01/2013	\$41.11	\$10.00	\$12.40	0.00	\$63.51
	12/01/2013	\$41.89	\$10.00	\$12.40	0.00	\$64.29
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2011	\$31.82	\$8.56	\$7.27	0.00	\$47.65
	06/01/2012	\$32.12	\$8.56	\$7.27	0.00	\$47.95
	08/01/2012	\$32.12	\$8.91	\$7.27	0.00	\$48.30
	12/01/2012	\$32.42	\$9.07	\$8.00	0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR LABORERS (COMPRESSED AIR)	12/01/2011	\$44.08	\$7.10	\$13.00	0.00	\$64.18
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	12/01/2011	\$46.08	\$7.10	\$13.00	0.00	\$66.18
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	12/01/2011	\$36.15	\$7.10	\$13.00	0.00	\$56.25

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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**Awarding Authority:** City of Newton

**Contract Number:** 12-44

**City/Town:** NEWTON

**Description of Work:** Annual - Welding and Related Services

**Job Location:** Various Locations

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2011	\$38.15	\$7.10	\$13.00	0.00	\$58.25
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2011	\$31.24	\$8.56	\$7.27	0.00	\$47.07
	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2011	\$32.05	\$7.10	\$12.45	0.00	\$51.60
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2011	\$39.52	\$10.00	\$12.40	0.00	\$61.92
	06/01/2012	\$40.09	\$10.00	\$12.40	0.00	\$62.49
	12/01/2012	\$40.71	\$10.00	\$12.40	0.00	\$63.11
	06/01/2013	\$41.49	\$10.00	\$12.40	0.00	\$63.89
	12/01/2013	\$42.27	\$10.00	\$12.40	0.00	\$64.67
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	09/01/2011	\$46.01	\$9.32	\$13.29	0.00	\$68.62
	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

**Additional Apprentices Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- \*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at [www.mass.gov/dols](http://www.mass.gov/dols) or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

**Issue Date:** 02/24/2012

**Wage Request Number:** 20120224-016

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# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108



## **WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### **STATEMENT OF COMPLIANCE**

\_\_\_\_\_, 2012

I, \_\_\_\_\_,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body)

(Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

Print Name &amp; Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

**END OF SECTION**